

State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Cooperative Fire Protection  
GRANT AGREEMENT

**APPLICANT:**

**PROJECT TITLE:** Volunteer Fire Capacity

**GRANT AGREEMENT:** 7GF22089

**PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2023.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

**Total State Grant not to exceed \$** **\$12,000.00** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

\_\_\_\_\_  
Applicant

By \_\_\_\_\_

Signature of Authorized Representative

Title \_\_\_\_\_

By \_\_\_\_\_

Title: **Matthew Sully**  
**Staff Chief, Cooperative Fire Programs**

Date \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND <b>0001</b>	FUND NAME General Fund	
PROJECT ID 354022DG2012142	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING <b>\$ \$12,000.00</b>
GL UNIT 3540	BUD REF 001	CHAPTER 43
PROGRAM NUMBER 9999000FED	ENY <b>2022</b>	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT <b>5340580002</b>	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
REPORTING STRUCTURE 35409206	SERVICE LOCATION <b>92734</b>	UNENCUMBERED BALANCE <b>\$ \$12,000.00</b>

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

\_\_\_\_\_  
Signature of CAL FIRE Accounting Officer

\_\_\_\_\_  
Date

# VOLUNTEER FIRE CAPACITY PROGRAM TERMS AND CONDITIONS

## DEPARTMENT OF FORESTRY AND FIRE PROTECTION

### STATE OF CALIFORNIA Natural Resources Agency

#### Agreement for the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and \_\_\_\_\_ hereinafter called "LOCAL AGENCY", covenants as follows:

#### RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2101-2114), as amended.
2. This is a subaward under the 2022 Volunteer Fire Capacity Grant #22-DG-11052012-142 awarded to STATE by the Forest Service on August 26 ,2022. The Federal Assistance Listing for the award is 10.664, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2022.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **INCORPORATION:** The Procedural Guide for Volunteer Fire Capacity Program 2022, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
6. **TIMELINESS:** Time is of the essence in this Agreement.
7. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2022 or LOCAL AGENCY will forfeit the funds.

8. GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2022** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$12,000.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2023.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2023 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone Number(s): \_\_\_\_\_  
E-mail \_\_\_\_\_

STATE:

**Department of Forestry and Fire Protection**  
**Grants Management Unit, Attn: Megan Esfandiary**  
**P. O. Box 944246**  
**Sacramento, California 94244-2460**  
**PHONE: (916) 894-9845**  
**E-MAIL: [Megan.Esfandiary@fire.ca.gov](mailto:Megan.Esfandiary@fire.ca.gov)**

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFC funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.



18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2023.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

**State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Cooperative Fire Protection  
GRANT AGREEMENT**

**APPLICANT:**

**PROJECT TITLE:** Volunteer Fire Capacity

**GRANT AGREEMENT:** 7GF22145

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**PROJECT DESCRIPTION:** Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

**Total State Grant not to exceed \$** **\$1,350.00** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

\_\_\_\_\_  
Applicant

By \_\_\_\_\_

Signature of Authorized Representative

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title: **Matthew Sully**  
**Staff Chief, Cooperative Fire Programs**

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND <b>0001</b>	FUND NAME General Fund	
PROJECT ID 354022DG2012142	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING <b>\$ \$1,350.00</b>
GL UNIT 3540	BUD REF 001	CHAPTER 43
PROGRAM NUMBER 9999000FED	ENY <b>2022</b>	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT <b>5340580002</b>	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
REPORTING STRUCTURE 35409206	SERVICE LOCATION <b>92734</b>	UNENCUMBERED BALANCE <b>\$ \$1,350.00</b>

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

\_\_\_\_\_  
Signature of CAL FIRE Accounting Officer

\_\_\_\_\_  
Date

# VOLUNTEER FIRE CAPACITY PROGRAM TERMS AND CONDITIONS

## DEPARTMENT OF FORESTRY AND FIRE PROTECTION

### STATE OF CALIFORNIA Natural Resources Agency

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1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2101-2114), as amended.
2. This is a subaward under the 2022 Volunteer Fire Capacity Grant #22-DG-11052012-142 awarded to STATE by the Forest Service on August 26 ,2022. The Federal Assistance Listing for the award is 10.664, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2022.

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12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone Number(s): \_\_\_\_\_  
E-mail \_\_\_\_\_

STATE:

**Department of Forestry and Fire Protection**  
**Grants Management Unit, Attn: Megan Esfandiary**  
**P. O. Box 944246**  
**Sacramento, California 94244-2460**  
**PHONE: (916) 894-9845**  
**E-MAIL: [Megan.Esfandiary@fire.ca.gov](mailto:Megan.Esfandiary@fire.ca.gov)**

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
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20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
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  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
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- 1) the dangers of drug abuse in the workplace;
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- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2023.
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29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

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It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Cooperative Fire Protection  
GRANT AGREEMENT

**APPLICANT:**

**PROJECT TITLE:** Volunteer Fire Capacity

**GRANT AGREEMENT:** 7GF22090

**PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2023.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

**Total State Grant not to exceed \$** **\$4,987.50** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

\_\_\_\_\_  
Applicant

By \_\_\_\_\_

Signature of Authorized Representative

Title \_\_\_\_\_

By \_\_\_\_\_

Title: **Matthew Sully**  
**Staff Chief, Cooperative Fire Programs**

Date \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND <b>0001</b>	FUND NAME General Fund	
PROJECT ID 354022DG2012142	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING <b>\$ \$4,987.50</b>
GL UNIT 3540	BUD REF 001	CHAPTER 43
PROGRAM NUMBER 9999000FED	ENY <b>2022</b>	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT <b>5340580002</b>	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
REPORTING STRUCTURE 35409206	SERVICE LOCATION <b>92734</b>	UNENCUMBERED BALANCE <b>\$ \$4,987.50</b>

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

\_\_\_\_\_  
Signature of CAL FIRE Accounting Officer

\_\_\_\_\_  
Date

# VOLUNTEER FIRE CAPACITY PROGRAM TERMS AND CONDITIONS

## DEPARTMENT OF FORESTRY AND FIRE PROTECTION

### STATE OF CALIFORNIA Natural Resources Agency

#### Agreement for the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and \_\_\_\_\_ hereinafter called "LOCAL AGENCY", covenants as follows:

#### RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2101-2114), as amended.
2. This is a subaward under the 2022 Volunteer Fire Capacity Grant #22-DG-11052012-142 awarded to STATE by the Forest Service on August 26 ,2022. The Federal Assistance Listing for the award is 10.664, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2022.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **INCORPORATION:** The Procedural Guide for Volunteer Fire Capacity Program 2022, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
6. **TIMELINESS:** Time is of the essence in this Agreement.
7. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2022 or LOCAL AGENCY will forfeit the funds.

8. GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2022** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$4,987.50** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2023.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2023 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
Attention: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

E-mail \_\_\_\_\_

STATE:

**Department of Forestry and Fire Protection**  
**Grants Management Unit, Attn: Megan Esfandiary**  
**P. O. Box 944246**  
**Sacramento, California 94244-2460**  
**PHONE: (916) 894-9845**  
**E-MAIL: [Megan.Esfandiary@fire.ca.gov](mailto:Megan.Esfandiary@fire.ca.gov)**

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFC funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2023.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.



30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

**State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Cooperative Fire Protection  
GRANT AGREEMENT**

**APPLICANT:**

**PROJECT TITLE:** Volunteer Fire Capacity

**GRANT AGREEMENT:** 7GF22087

**PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2023.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

**Total State Grant not to exceed \$** **\$10,000.00** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

\_\_\_\_\_  
Applicant

By \_\_\_\_\_  
Signature of Authorized Representative

Title  
\_\_\_\_\_

Date  
\_\_\_\_\_

By \_\_\_\_\_  
Title: **Matthew Sully**  
**Staff Chief, Cooperative Fire Programs**  
\_\_\_\_\_

Date  
\_\_\_\_\_

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND <b>0001</b>	FUND NAME General Fund	
PROJECT ID 354022DG2012142	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING <b>\$ \$10,000.00</b>
GL UNIT 3540	BUD REF 001	CHAPTER 43
PROGRAM NUMBER 9999000FED	ENY <b>2022</b>	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT <b>5340580002</b>	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
REPORTING STRUCTURE 35409206	SERVICE LOCATION <b>92734</b>	UNENCUMBERED BALANCE <b>\$ \$10,000.00</b>

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

\_\_\_\_\_  
Signature of CAL FIRE Accounting Officer

\_\_\_\_\_  
Date

# VOLUNTEER FIRE CAPACITY PROGRAM TERMS AND CONDITIONS

## DEPARTMENT OF FORESTRY AND FIRE PROTECTION

### STATE OF CALIFORNIA Natural Resources Agency

#### Agreement for the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978

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7. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2022 or LOCAL AGENCY will forfeit the funds.

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This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2022** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

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9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$10,000.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2023.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2023 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
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12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone Number(s): \_\_\_\_\_  
E-mail \_\_\_\_\_

STATE:

**Department of Forestry and Fire Protection**  
**Grants Management Unit, Attn: Megan Esfandiary**  
**P. O. Box 944246**  
**Sacramento, California 94244-2460**  
**PHONE: (916) 894-9845**  
**E-MAIL: [Megan.Esfandiary@fire.ca.gov](mailto:Megan.Esfandiary@fire.ca.gov)**

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
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19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2023.
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27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.



**State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Cooperative Fire Protection  
GRANT AGREEMENT**

**APPLICANT:**

**PROJECT TITLE:** Volunteer Fire Capacity

**GRANT AGREEMENT:** 7GF22088

**PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2023.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

**Total State Grant not to exceed \$** **\$10,000.00** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

\_\_\_\_\_  
Applicant

By \_\_\_\_\_

Signature of Authorized Representative

Title \_\_\_\_\_

By \_\_\_\_\_

Title: **Matthew Sully**  
**Staff Chief, Cooperative Fire Programs**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND <b>0001</b>	FUND NAME General Fund	
PROJECT ID 354022DG2012142	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING <b>\$ \$10,000.00</b>
GL UNIT 3540	BUD REF 001	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
PROGRAM NUMBER 9999000FED	CHAPTER 43	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ENY <b>2022</b>	UNENCUMBERED BALANCE <b>\$ \$10,000.00</b>
REPORTING STRUCTURE 35409206	ALT ACCOUNT <b>5340580002</b>	SERVICE LOCATION <b>92734</b>

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

\_\_\_\_\_  
Signature of CAL FIRE Accounting Officer

\_\_\_\_\_  
Date

# VOLUNTEER FIRE CAPACITY PROGRAM TERMS AND CONDITIONS

## DEPARTMENT OF FORESTRY AND FIRE PROTECTION

### STATE OF CALIFORNIA Natural Resources Agency

#### Agreement for the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and \_\_\_\_\_ hereinafter called "LOCAL AGENCY", covenants as follows:

#### RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2101-2114), as amended.
2. This is a subaward under the 2022 Volunteer Fire Capacity Grant #22-DG-11052012-142 awarded to STATE by the Forest Service on August 26 ,2022. The Federal Assistance Listing for the award is 10.664, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2022.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **INCORPORATION:** The Procedural Guide for Volunteer Fire Capacity Program 2022, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
6. **TIMELINESS:** Time is of the essence in this Agreement.
7. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2022 or LOCAL AGENCY will forfeit the funds.

8. GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2022** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$10,000.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2023.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2023 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone Number(s): \_\_\_\_\_  
E-mail \_\_\_\_\_

STATE:

**Department of Forestry and Fire Protection**  
**Grants Management Unit, Attn: Megan Esfandiary**  
**P. O. Box 944246**  
**Sacramento, California 94244-2460**  
**PHONE: (916) 894-9845**  
**E-MAIL: [Megan.Esfandiary@fire.ca.gov](mailto:Megan.Esfandiary@fire.ca.gov)**

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFC funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2023.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.



# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.



### **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions****AD-1048**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

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***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
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NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

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- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
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- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions****AD-1048**

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***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
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- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions****AD-1048**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

### **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
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- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
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- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.



### **Instructions for Certification**

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- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
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California Department of Forestry and Fire  
Protection 2022-2023 Application for Funding  
Cooperative Forestry Assistance Act of 1978  
Rural Fire Capacity (RFC) Program  
Agreement # 7GF 22145



**A. Department/Organization**

Organization Name: Placer County Fire (Dutch Flat)

Contact's First Name: Brian

Contact's Last Name: Mackwood

Street Address: 13760 Lincoln Way

Mailing Address: Same

City: Auburn

County: Placer



Zip Code: 95603

State: California

CAL FIRE Unit: NEU - Nevada-Yuba-Placer Unit



Phone Number: (530) 889-0111

Email Address: brian.mackwood@fire.ca.gov

DUNS Number: 71549588

To check to see what your DUNS Number is, or to apply for one, please visit the [DUNS Number web page](#).

**B. Area to be served by award (include areas covered by contract or written mutual aid agreements).**

Number of Communities: 1

Area: 10.00 square miles

Congressional District #: CA-#

Population: 1,000

Annual Budget: \$ 38,000.00

Latitude N 39 ° 11 ' 53 "

Longitude W 120 48 44 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

**C. Activity: Annual number of emergency incidents.**

Fire: 38 + EMS: 247 + Other: 36 = Total: 321

**D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):**

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

**CAL FIRE USE ONLY (Formula-driven)**

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 2,700.00

Amount Funded for this Agreement: \$1,350.00 ME



**E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):**

	Type	Item	Quantity	Unit Cost	Item Total
1.	Equipment - Structure <input attack="" line"="" type="text" value="1 3/4"/>	1 3/4" attack line	5	\$ 300.00	\$ 1,500.00
2.	Equipment - Structure <input line"="" supply="" type="text" value="3"/>	3" supply line	4	\$ 300.00	\$ 1,200.00
3.					\$ 0.00
4.					\$ 0.00
5.					\$ 0.00
6.					\$ 0.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

**F. CAL FIRE USE ONLY (Formula-Driven)**

Project Total Cost: \$ 2,700.00



**G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)**

The Dutch Flat Company 32 Volunteers protects one of the identified high risk communities for Wildland Urban Interface fire threat in the State. The community is located on a major ridge line that separates the American and Bear Rivers. The fire history in this area is significant and has suffered a number of large fires over the last 50 years that have been a direct threat to the community. This community has a number of high value targets at risk; Interstate 80, Union Pacific Railroad Lines, Kinder Morgan Pipeline, several hydro-electric plants and infrastructure, and the water shed and drinking water supply for over 500,000 citizens in the Sacramento Valley. Because of the geography and close proximity to other communities the Dutch Flat area is a popular vacation location year round. The year round population for the community is just over 2000 with another 20,000 in the surrounding area. During periods of high traffic the population can swell to over 30,000.

This grant will assist in outfitting a new Type III fire engine that is on order for the Company 32 Volunteers to ensure the is engine is capable of responding all all risk emergencies.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

**The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2023. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2023.**

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:

  
Original Signature Required: Grantee's Authorized Representative

4/24/2022  
Date Signed

Printed Name: Brian Mackwood

Title: Division Chief

Executed on: 04/15/2022

at

Auburn

Date

City

Organization Name: Placer County Fire (Dutch Flat)

Grant Assurances for Cooperative Forestry Assistance Act of 1978  
Rural Fire Capacity (RFC)

Organization Name: Placer County Fire (Dutch Flat)

Contact's First Name: Brian

Contact's Last Name: Mackwood

Street Address: 13760 Lincoln Way

Mailing Address: Same

City: Auburn

County: Placer

Zip Code: 95603

State: California

CAL FIRE Unit: NEU - Nevada-Yuba-Placer Unit



Phone Number: (530) 889-0111

Email Address: brian.mackwood@fire.ca.gov

DUNS Number: 71549588

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Rural Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
  - Safety helmet
  - Goggles
  - Ear Protection
  - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
  - Fire-resistant (i.e. Nomex) shirt and pants
  - Gloves
  - Safety work boots
  - Wildland fire shelter
  - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.



5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements.

See the [Forest Service Civil Rights literature](#) on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.



In compliance with NFPA 1777 and trained in the use of Wildland PPE.



Not in compliance with NFPA 1777, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Brian Mackwood

Signature of Authorized Agent: \_\_\_\_\_



Title of Authorized Agent: Division Chief

Date: 04/15/2022

**Submission requires an unsigned and signed application.**

1. Please complete and save an **unsigned** application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to [CALFIRE.GRANTS@FIRE.CA.GOV](mailto:CALFIRE.GRANTS@FIRE.CA.GOV).

**Electronic copies must be submitted by May 4, 2022 at 11:59pm.**

California Department of Forestry and Fire  
Protection 2022-2023 Application for Funding  
Cooperative Forestry Assistance Act of 1978  
Rural Fire Capacity (RFC) Program  
Agreement # 7GF 22088



**A. Department/Organization**

Organization Name: Placer County Fire (Lincoln/West Placer)

Contact's First Name: Brian

Contact's Last Name: Mackwood

Street Address: 13760 Lincoln Way

Mailing Address: Same

City: Auburn

County: Placer



Zip Code: 95603

State: California

CAL FIRE Unit: NEU - Nevada-Yuba-Placer Unit



Phone Number: (530) 889-0111

Email Address: brian.mackwood@fire.ca.gov

DUNS Number: 71549588

To check to see what your DUNS Number is, or to apply for one, please  
visit the [DUNS Number web page](#).

**B. Area to be served by award (include areas covered by contract or written mutual aid agreements).**

Number of Communities: 1

Area: 383.00 square miles

Congressional District #: CA-01

Population: 7,000

Annual Budget: \$ 101,000.00

Latitude N 38 ° 55 ' 30 "

Longitude W 121 15 46 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.



**C. Activity: Annual number of emergency incidents.**

Fire: 228 + EMS: 587 + Other: 125 = Total: 940

**D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):**

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

**CAL FIRE USE ONLY (Formula-driven)**

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 20,000.00

Amount Funded for this Agreement: \$10,000.00 *ME*

**E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):**

	Type	Item	Quantity	Unit Cost	Item Total
1.	Communications	Handheld radio	5	\$ 2,400.00	\$ 12,000.00
2.	Communications	Mobile Radio	2	\$ 3,500.00	\$ 7,000.00
3.	Communications	Radio Pager	2	\$ 500.00	\$ 1,000.00
4.					\$ 0.00
5.					\$ 0.00
6.					\$ 0.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

**F. CAL FIRE USE ONLY (Formula-Driven)**

Project Total Cost: \$ 20,000.00



**G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)**

Located west of the Sierra Nevada Mountains and east of the Sacramento Valley, lies the rural communities of Lincoln. These small rural geographically separated communities are served by a minimum of one staffed fire engine with two person staffing and rely heavily on a response from the Volunteer Firefighters. Each community has a fire station with a variety of equipment. While one of the communities has a hydrant fed water supply system, the majority of the response area is protected with water tenders and other forms of rural water supply. Like many areas within California the call volume increases over the months of the annual fire season placing an increased demand on firefighting personnel.

A new Type III Fire Engine and Type VI Fire Engine have been purchased and are in need of communication equipment to maintain contact and accountability between Volunteer Firefighters, Career Firefighters, and the ECC. Funding for this project will ensure the new fire engine and personnel are able to maintain such communication and provide notification of incoming emergencies.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

**The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2023. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2023.**

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:



Original Signature Required: Grantee's Authorized Representative

4/24/2022

Date Signed

Printed Name: Brian Mackwood

Title: Division Chief

Executed on:

Date

at

Auburn

City

Organization Name: Placer County Fire (Lincoln/West Placer)

**Grant Assurances for Cooperative Forestry Assistance Act of 1978  
Rural Fire Capacity (RFC)**

**Organization Name:** Placer County Fire (Lincoln/West Placer)

**Contact's First Name:** Brian

**Contact's Last Name:** Mackwood

**Street Address:** 13760 Lincoln Way

**Mailing Address:** Same

**City:** Auburn

**County:** Placer

**Zip Code:** 95603

**State:** California

**CAL FIRE Unit:** NEU - Nevada-Yuba-Placer Unit



**Phone Number:** (530) 889-0111

**Email Address:** brian.mackwood@fire.ca.gov

**DUNS Number:** 71549588

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Rural Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
  - Safety helmet
  - Goggles
  - Ear Protection
  - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
  - Fire-resistant (i.e. Nomex) shirt and pants
  - Gloves
  - Safety work boots
  - Wildland fire shelter
  - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

**Organization Name:** Placer County Fire (Lincoln/West Placer)



5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements.

See the [Forest Service Civil Rights literature](#) on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.



In compliance with NFPA 1977 and trained in the use of Wildland PPE.



Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Brian Mackwood

Signature of Authorized Agent: \_\_\_\_\_



Title of Authorized Agent: Division Chief

Date: 4/26/2022

**Submission requires an unsigned and signed application.**

1. Please complete and save an **unsigned** application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to [CALFIRE.GRANTS@FIRE.CA.GOV](mailto:CALFIRE.GRANTS@FIRE.CA.GOV).

**Electronic copies must be submitted by May 4, 2022 at 11:59pm.**

California Department of Forestry and Fire  
Protection 2022-2023 Application for Funding  
Cooperative Forestry Assistance Act of 1978  
Rural Fire Capacity (RFC) Program  
Agreement # 7GF22087



**A. Department/Organization**

Organization Name: Placer County Fire (Dry Creek)

Contact's First Name: Brian

Contact's Last Name: Mackwood

Street Address: 13760 Lincoln Way

Mailing Address: Same

City: Auburn

County: Placer



Zip Code: 95603

State: California

CAL FIRE Unit: NEU - Nevada-Yuba-Placer Unit



Phone Number: (530) 889-0111

Email Address: brian.mackwood@fire.ca.gov

DUNS Number: 71549588

To check to see what your DUNS Number is, or to apply for one, please  
visit the [DUNS Number web page](#).

**B. Area to be served by award (include areas covered by contract or written mutual aid agreements).**

Number of Communities: 1

Area: 30.00 square miles

Congressional District #: CA-01

Population: 7,500

Annual Budget: \$ 1,000,000.00

Latitude N 38 ° 44 ' 46 "

Longitude W 121 7 25 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

**C. Activity: Annual number of emergency incidents.**

Fire: 89 + EMS: 242 + Other: 108 = Total: 439

**D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):**

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

**CAL FIRE USE ONLY (Formula-driven)**

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 20,000.00

Amount Funded for this Agreement: \$10,000.00 *ME*



**E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):**

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Structural	Turnouts	8	\$ 2,500.00	\$ 20,000.00
2.					\$ 0.00
3.					\$ 0.00
4.					\$ 0.00
5.					\$ 0.00
6.					\$ 0.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

**F. CAL FIRE USE ONLY (Formula-Driven)**

Project Total Cost: \$ 20,000.00



**G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)**

The community of Dry Creek is located within the unincorporated area of Roseville California. The Dry Creek Volunteer Firefighters respond to all incidents in support of one 2 person Engine Company. All equipment and firefighters operate out of a single fire station. Approximately half of the area is served by fire hydrants with predominantly mixed residential and commercial structures. The remaining rural area is served by water tenders and is typically larger parcels of residential, agricultural, and sprawling grasslands. The response area borders the urban area of both Sacramento County and the City of Roseville. It has one of the busiest alternate routes from Placer County to Ca Highway 99 for commuters accessing the Sacramento region. With both commuter and local traffic, vehicle fires occur regularly which spread into the adjacent grasslands.

A new Type VI Fire Engine has been purchased to assist with supporting the Volunteer Firefighters. Personal protective equipment in the way of turnouts are needed to ensure all personnel are protected for most call types. Funding from this project will ensure the new fire engine is capable to respond any emergency and personnel are protected with proper PPE.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

**The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2023. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2023.**

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:

  
Original Signature Required: Grantee's Authorized Representative

4/26/2022  
Date Signed

Printed Name: Brian Mackwood

Title: Division Chief

Executed on: \_\_\_\_\_ at Auburn \_\_\_\_\_  
Date City

Organization Name: Placer County Fire (Dry Creek)

**Grant Assurances for Cooperative Forestry Assistance Act of 1978  
Rural Fire Capacity (RFC)**

**Organization Name:** Placer County Fire (Dry Creek)

**Contact's First Name:** Brian

**Contact's Last Name:** Mackwood

**Street Address:** 13760 Lincoln Way

**Mailing Address:** Same

**City:** Auburn

**County:** Placer

**Zip Code:** 95603

**State:** California

**CAL FIRE Unit:** NEU - Nevada-Yuba-Placer Unit



**Phone Number:** (530) 889-0111

**Email Address:** brian.mackwood@fire.ca.gov

**DUNS Number:** 71549588

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Rural Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
  - Safety helmet
  - Goggles
  - Ear Protection
  - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
  - Fire-resistant (i.e. Nomex) shirt and pants
  - Gloves
  - Safety work boots
  - Wildland fire shelter
  - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

**Organization Name:** Placer County Fire (Dry Creek)



5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements.

See the [Forest Service Civil Rights literature](#) on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.



In compliance with NFPA 1977 and trained in the use of Wildland PPE.



Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Brian Mackwood

Signature of Authorized Agent: 

Title of Authorized Agent: Division Chief

Date: 4/26/2022

**Submission requires an unsigned and signed application.**

1. Please complete and save an **unsigned** application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to [CALFIRE.GRANTS@FIRE.CA.GOV](mailto:CALFIRE.GRANTS@FIRE.CA.GOV).

**Electronic copies must be submitted by May 4, 2022 at 11:59pm.**

California Department of Forestry and Fire  
Protection 2022-2023 Application for Funding  
Cooperative Forestry Assistance Act of 1978  
Rural Fire Capacity (RFC) Program  
Agreement # 7GF 22090



**A. Department/Organization**

Organization Name: Placer County Fire (Sheridan)

Contact's First Name: Brian

Contact's Last Name: Mackwood

Street Address: 13760 Lincoln Way

Mailing Address: Same

City: Auburn

County: Placer



Zip Code: 95603

State: California

CAL FIRE Unit: NEU - Nevada-Yuba-Placer Unit



Phone Number: (530) 889-0111

Email Address: brian.mackwood@fire.ca.gov

DUNS Number: 71549588

To check to see what your DUNS Number is, or to apply for one, please  
visit the [DUNS Number web page](#).

**B. Area to be served by award (include areas covered by contract or written mutual aid agreements).**

Number of Communities: 1

Area: 12.00 square miles

Congressional District #: CA-#

Population: 1,000

Annual Budget: \$ 38,000.00

Latitude N 38 ° 58 ' 51 "

Longitude W 121 22 23 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

**C. Activity: Annual number of emergency incidents.**

Fire: 13 + EMS: 129 + Other: 18 = Total: 160

**D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):**

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

**CAL FIRE USE ONLY (Formula-driven)**

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 9,975.00

Amount Funded for this Agreement: \$4,987.50 *ME*



**E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):**

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Wildland	Nomex Tops	35	\$ 180.00	\$ 6,300.00
2.	Safety - Structural	Turnout Boots			\$ 0.00
3.	Safety - Wildland	Gloves	41	\$ 55.00	\$ 2,255.00
4.	Safety - Structural	Nomex Hoods	40	\$ 35.50	\$ 1,420.00
5.					\$ 0.00
6.					\$ 0.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

**F. CAL FIRE USE ONLY (Formula-Driven)**

Project Total Cost: \$ 9,975.00



**G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)**

On the east side of the Sacramento Valley, southeast of Wheatland lies the small community of Sheridan. This community receives a minimum of one staffed 2 person engine company responding for approximately 10 miles away. The community relies heavily on it's response from Volunteer Firefighters which respond from a single fire station with a variety of equipment. The central area of the community is served by a municipal water source with fire hydrants while the surrounding rural areas are protected with water tenders and other rural water sources. Like many areas within California, the call volume and variety of calls has increased significantly in the past year while the greatest impact in volume is during the annual fire season. A new Type III Fire Engine is being purchased to assist the community, though there is a lack of funding to properly outfit the engine. The funding for this project will be used to outfit the engine with equipment and hose, as well personal protective equipment needed for personnel to respond in the appropriate gear.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

**The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2023. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2023.**

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:

Original Signature Required: Grantee's Authorized Representative

4/24/2022  
Date Signed

Printed Name: Brian Mackwood

Title: Division Chief

Executed on:

Date

at

Auburn

City

Organization Name: Placer County Fire (Sheridan)

**Grant Assurances for Cooperative Forestry Assistance Act of 1978  
Rural Fire Capacity (RFC)**

**Organization Name:** Placer County Fire (Sheridan)

**Contact's First Name:** Brian

**Contact's Last Name:** Mackwood

**Street Address:** 13760 Lincoln Way

**Mailing Address:** Same

**City:** Auburn

**County:** Placer

**Zip Code:** 95603

**State:** California

**CAL FIRE Unit:** NEU - Nevada-Yuba-Placer Unit



**Phone Number:** (530) 889-0111

**Email Address:** brian.mackwood@fire.ca.gov

**DUNS Number:** 71549588

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Rural Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
  - Safety helmet
  - Goggles
  - Ear Protection
  - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
  - Fire-resistant (i.e. Nomex) shirt and pants
  - Gloves
  - Safety work boots
  - Wildland fire shelter
  - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.



5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements.

See the [Forest Service Civil Rights literature](#) on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.



In compliance with NFPA 1977 and trained in the use of Wildland PPE.



Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Brian Mackwood

Signature of Authorized Agent: \_\_\_\_\_



Title of Authorized Agent: Division Chief

Date: 4/26/2022

**Submission requires an unsigned and signed application.**

1. Please complete and save an **unsigned** application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to [CALFIRE.GRANTS@FIRE.CA.GOV](mailto:CALFIRE.GRANTS@FIRE.CA.GOV).

**Electronic copies must be submitted by May 4, 2022 at 11:59pm.**

California Department of Forestry and Fire  
Protection 2022-2023 Application for Funding  
Cooperative Forestry Assistance Act of 1978  
Rural Fire Capacity (RFC) Program  
Agreement # 7GF<sub>22089</sub>



**A. Department/Organization**

Organization Name: Placer County Fire (North Auburn)

Contact's First Name: Brian

Contact's Last Name: Mackwood

Street Address: 13760 Lincoln Way

Mailing Address: Same

City: Auburn

County: Placer



Zip Code: 95603

State: California

CAL FIRE Unit: NEU - Nevada-Yuba-Placer Unit



Phone Number: (530) 889-0111

Email Address: brian.mackwood@fire.ca.gov

DUNS Number: 71549588

To check to see what your DUNS Number is, or to apply for one, please  
visit the [DUNS Number web page](#).

**B. Area to be served by award (include areas covered by contract or written mutual aid agreements).**

Number of Communities: 1

Area: 40.00 square miles

Congressional District #: CA-01

Population: 9,000

Annual Budget: \$ 425,000.00

Latitude N 39 ° 12 ' 22 "

Longitude W 120 20 16 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

**C. Activity: Annual number of emergency incidents.**

Fire: 442 + EMS: 2,605 + Other: 834 = Total: 3881

**D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):**

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

**CAL FIRE USE ONLY (Formula-driven)**

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 30,000.00

Amount Funded for this Agreement: \$12,000.00 *ME*



**E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):**

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Structural	Turnouts	8	\$ 2,500.00	\$ 20,000.00
2.	Equipment - Structural	1 3/4" attack Line	10	\$ 300.00	\$ 3,000.00
3.	Equipment - Structural	2 1/2" attack line	12	\$ 250.00	\$ 3,000.00
4.	Safety - Wildland	Nomex tops	20	\$ 200.00	\$ 4,000.00
5.					\$ 0.00
6.					\$ 0.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

**F. CAL FIRE USE ONLY (Formula-Driven)**

Project Total Cost: \$ 30,000.00



**G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)**

North Auburn and the surrounding geographical communities are located both east and west of Ca Hwy 49 and just north of Interstate 80. The area has a large business district which is surrounded by a vast Wildland Urban Interface area intermixed with rural communities. The area has a history of budgetary reductions which have resulted in staffing reductions. As such, the career personnel are supported by the Volunteer Company which respond to all call types. The requested funding will provide Wildland PPE, hand tools and fire hose to support the career and volunteer firefighters with protecting SRA lands and resources.

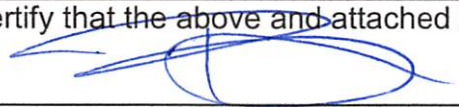
In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

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I certify that the above and attached information is true and correct:

  
Original Signature Required: Grantee's Authorized Representative

4/26/2022  
Date Signed

Printed Name: Brian Mackwood

Title: Division Chief

Executed on: 04/15/2022

at

Auburn

Date

City

Organization Name: Placer County Fire (North Auburn)

Grant Assurances for Cooperative Forestry Assistance Act of 1978  
Rural Fire Capacity (RFC)

Organization Name: Placer County Fire (North Auburn)

Contact's First Name: Brian

Contact's Last Name: Mackwood

Street Address: 13760 Lincoln Way

Mailing Address: Same

City: Auburn

County: Placer

Zip Code: 95603

State: California

CAL FIRE Unit: NEU - Nevada-Yuba-Placer Unit



Phone Number: (530) 889-0111

Email Address: brian.mackwood@fire.ca.gov

DUNS Number: 71549588

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Rural Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
  - Safety helmet
  - Goggles
  - Ear Protection
  - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
  - Fire-resistant (i.e. Nomex) shirt and pants
  - Gloves
  - Safety work boots
  - Wildland fire shelter
  - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.



5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
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8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.



In compliance with NFPA 1977 and trained in the use of Wildland PPE.



Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Brian Mackwood

Signature of Authorized Agent: \_\_\_\_\_

Title of Authorized Agent: Division Chief

Date: 04/15/2022

**Submission requires an unsigned and signed application.**

1. Please complete and save an **unsigned** application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to [CALFIRE.GRANTS@FIRE.CA.GOV](mailto:CALFIRE.GRANTS@FIRE.CA.GOV).

**Electronic copies must be submitted by May 4, 2022 at 11:59pm.**